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	<p>switches to recognize and route traffic to the other Party's assigned NXX codes at all times. For so long as SWBT is the code administrator, SWBT shall activate NXX codes assigned to other entities within a reasonable time after assignment, within the time permitted under the Industry Numbering Committee's Central Office Code Assignment Guidelines and, in any event, shall activate NXX codes assigned to other entities no less promptly than SWBT activates codes assigned to itself. SWBT shall provide auditable verification of the activation of other entities' assigned NXX codes, in the same manner and in the same time period that it provides such verification to itself. Neither party shall impose fees or charges on the other party for such required programming, verifying, and updating activities.</p> <p>NXX Migration. Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry data bases, routing tables etc.,) to an End Office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another.</p>
152	<p>SWBT's proposed language will be included as follows:</p> <p>Section 6.2.2.1 [NEW]Transit Traffic allows one Party to send traffic to a third party network through the other Party's tandem. A Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user. The two categories of Transit Traffic are i) Local, and ii) Optional Area</p>
153	<p>SWBT's proposed language will be included as follows:</p> <p>Section 6.3.11 [NEW]When traffic is originated by either Party to a CMRS provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation</p>

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	between SWBT and MCIIm, the traffic will be rated either as Local, Optional or Access and the appropriate compensation rate shall be paid by the originating Party to the transiting Party.
267	<p>Adopt SWBT's proposed language with modifications to replace any reference to "one" business day with a "five" business day interval.</p> <p>Staff concurs with MCIIm's reasoning in that the space in question has already been reserved for MCIIm's use for a 12 month period. It is necessary for SWBT to keep its records current and notification within 5 business days accomplishes this end.</p>
268	<p>SWBT's proposed language shall not be included.</p> <p>There is no reason the space in question should be assigned to another party when it has been reserved for MCIIm for a 12 month period subject to MCIIm's occupancy.</p>
269	SWBT's proposed language shall not be included.
272	SWBT's proposed language shall not be included.
273	SWBT's proposed language shall not be included.
299	<p>MCIIm shall include its proposed language as follows:</p> <p>10.06 Environmental Acceptance. MCIIm shall have twenty (20) days (the "Acceptance period") after receiving the environmental, health and safety information described in section 9.06 to withdraw its application if, in MCIIm's sole discretion, such information presents conditions found to be unacceptable to MCIIm.</p>
347	<p>MCIIm shall include its proposed language as follows:</p> <p>20.02 Proof of Insurance. MCIIm shall submit to SWBT adequate proof (as determined by SWBT) of insurance by each company insuring MCIIm to the effect that it has insured MCIIm and SWBT under this Agreement and that it will not cancel any such policy of insurance issued to MCIIm except after 30 days written notice to SWBT. Proof that any entity subject to this section has a net worth in excess of \$25,000,000 and is authorized under the laws of this State to self-insure for</p>

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	liabilities under the Workers' Compensation laws of this State shall suffice to meet the insurance requirements of this section.
442	Do not adopt the language proposed by SWBT for Section 32.01.
454	MCIm shall not include its proposed language.
455	<p>MCIm shall include its proposed language as follows:</p> <p>B.1.(a). For billing purposes, conduit occupancy shall be considered to Fees shall be prorated from the commencement date until the next January 1st or July 1st, whichever is earlier. Occupancy ends when facilities have been removed from</p> <p>B.2.(c). If two or more facilities occupy a duct, regardless of whether it has been subdivided by inner duct or not, a semiannual full duct conduit occupancy fee will be charged as a maximum charge.</p>
456	<p>MCIm shall include its proposed language as follows:</p> <p>B.2.(f) If MCIm withdraws its application under Section 10 of this Agreement before SWBT responds to grant or deny the application or under Section 10.04 or 10.06, no fees shall be owed to SWBT for the conduit or poles referred to in such applications.</p>
463	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>***11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, <i>and in no event later than five (5) calendar days after receipt</i>, notify SWBT in writing.***</p>
467	<p>Regarding route indexing (RI):</p> <p>MCIm shall not include its proposed language.</p> <p>Regarding LERG migration, see Issue No. 151.</p>

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470	<p>MCIm shall include its proposed language as follows:</p> <p>2.5.4 When any INP is used to port a subscriber, SWBT must maintain the Line Information Database (LIDB) record for that number to reflect appropriate conditions as reported to it by MCIm. SWBT must outclear call records to MCIm for billing and collection from the subscriber. MCIm shall receive revenue for LIDB look-ups.</p>
471	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>SWBT will send a CARE transaction to notify the porting subscriber's preselected IXC that local service is no longer being provided by SWBT. MCIm, as the new local service provider, is responsible for providing notification to the porting subscriber's preselected IXC that local service is now being provided by MCIm.</p>
473	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>Section 2.5.10 SWBT shall only provide INP services and facilities where technically feasible, subject to availability of facilities, and only from properly equipped central offices. SWBT does not offer INP services and facilities for NXX codes, 555, 976, and 950. SWBT shall not provide INP services for end user accounts where the end user's payments are thirty days or more in arrears, or where contract termination liabilities would be assessed by SWBT to the end user, unless full payment is made, or an agreement is reached where the LSP agrees to make full payment on the end user's behalf, including any termination amount due.</p>
475	See Issue No. 42.
476	See Issue No. 42.
484	<p>MCIm shall include SWBT's proposed language: as follows:</p> <p>The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be subject to appeal. As such, the Number Portability</p>

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	Order may be reconsidered, revised and remanded, or vacated, subject to further proceeding before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to “true-up” INP related accruals to reflect the final terms of any such order. Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views on FCC or Commission actions pertaining to INP cost recovery.
485	<p>MCIm shall include SWBT’s proposed language as follows:</p> <p>SWBT and MCIm will establish intercompany contacts lists for purposes of handling escalation requests and subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after the Effective Date of this Agreement. SWBT shall notify MCIm of any changes to its escalation contact list.</p>
488	<p>MCIm shall include the following language which modifies MCIm’s proposed language:</p> <p>SWBT shall develop training with input from MCIm regarding MCIm procedures and materials, for all SWBT employees who may communicate with MCIm subscribers. Training will be provided for all ordering, provisioning, maintenance, billing, miscellaneous services, and any other area, as requested by MCIm.</p>
489	<p>MCIm shall include SWBT’s proposed language as follows:</p> <p>1.2.6.2 SWBT shall train a reasonable number of MCIm employees, as determined by SWBT and MCIm. SWBT offers MCIm a “workshop” that details “how to do business” with SWBT. Training is offered and required for SWBT OSS interfaces that affect SWBT’s network. Information and materials delivered in hands-on-train-the trainer sessions will include interface(s) operation instruction. SWBT charges for OSS interface training will be just and reasonable. Additional materials and work center meetings are available to MCIm. SWBT and MCIm will work together to develop methods and procedures to facilitate manual and mechanized business between SWBT’s LSPSC and MCIm’s Work Centers regarding systems, work center interfaces, and to establish a change control process for those methods and procedures.</p>

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490	<p>MCIm shall include its proposed language as follows:</p> <p>2.3.2.2 Upon request, SWBT shall provide to MCIm a listing at the street address level of the service coverage area of each switch CLLI.</p>
493	<p>MCIm shall include its proposed language modified as follows:</p> <p>3.1.4.1 If compensated by MCIm to the same extent as SWBT would receive compensation from an interexchange carrier for notification of a PIC change, SWBT agrees to notify MCIm using OBF-approved CARE transactions, whenever an MCIm subscriber who is provided local service through services for resale, INP/NP, or unbundled Network Elements changes MCIm PIC status.</p>
494	<p>MCIm shall include its proposed language for 3.1.4.2 as follows:</p> <p>3.1.4.2 SWBT shall support and implement new Transaction Code Status Indicators (TCSIs) defined by OBF in support of local resale to enable MCIm to provide seamless subscriber service.</p> <p>MCIm shall not include its proposed language for 3.1.4.2.1.</p>
495	<p>MCIm shall include the following language, which includes the language proposed by MCIm except for the last sentence:</p> <p>3.1.4.2.2 In addition, SWBT shall implement TCSIs used in conjunction with the new Ported Telephone Number field to link “shadow” and ported telephone numbers in support of Interim Number Portability.</p>
496	<p>MCIm shall not include its proposed language.</p>
497	<p>MCIm shall include SWBT’s proposed language as follows:</p> <p>Except in the event an MCIm local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any MCIm end user requested disconnection or rearrangement of Resale services unless directed by MCIm. In those instances when any MCIm local service customer changes their</p>

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	local service provider to another LSP or SWBT, MCIIm can establish connectivity to the Local Disconnect Report interface for timely notification.
498	<p>MCIIm shall include SWBT's proposed language as follows:</p> <p>SWBT and MCIIm will work cooperatively in ordering and provisioning activities so to eliminate customer service interruption wherever possible. Should service interruption be required by the nature of the network modification, the parties agree to work to effectively minimize such interruptions.</p>
499	<p>MCIIm shall include the following language, which modifies MCIIm's proposed language:</p> <p>3.2.4.1 SWBT shall provide unbranded or rebranded intercept treatment and transfer of service announcements to MCIIm's subscribers for resold services as technically feasible and in compliance with prior Commission orders.</p>
500	MCIIm shall not include its proposed language.
501	<p>MCIIm shall include the following language, which includes the language proposed by SWBT:</p> <p>3.2.9.1. If MCIIm-ordered work requires a change from the original MCIIm service order in any manner, SWBT shall call MCIIm in advance of performing the installation or other work to obtain authorization.</p>
502	<p>MCIIm shall include its proposed language as follows:</p> <p>3.2.9.1.1 If additional work is completed on a service order, as approved by MCIIm, the cost of the additional work must be reported in a timely manner to MCIIm.</p>
503	<p>MCIIm shall include the following language, which includes the language proposed by MCIIm with clarification language:</p> <p>3.2.9.1.2 To the extent SWBT provides partially completed information to itself, if a service order is partially completed, notification must identify the work that was done and work remaining to complete.</p>

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504	<p>MCIm shall include its proposed language as follows:</p> <p>3.2.9.2 If an MCIm subscriber requests a service change at the time of installation or other work being performed by SWBT on behalf of MCIm, SWBT, while at the customer premises, shall direct the MCIm subscriber to contact MCIm to obtain authorization so as to avoid unnecessary delays in service activation should SWBT representative leave subscriber premises.</p>
505	<p>MCIm shall include the following language, which includes the language proposed by SWBT and modified as follows:</p> <p>3.2.11.1.2. SWBT will provide cooperative testing, to the same extent it provides testing to itself and provides cooperative testing to other LSPs, at time and material charges to MCIm. This will include testing any network element provided by SWBT and to test the overall functionality of the network elements that make up the circuit. These tests will be performed to the extent SWBT has the ability to perform such tests.</p>
506	<p>MCIm shall include the following language, which includes the language proposed by SWBT as modified to remove prices. (Pricing will be addressed in the costing and pricing phase of the arbitration.):</p> <p>3.2.13.1. When any MCIm local service customer changes their local service provider to another LSP or SWBT, MCIm will be notified as described in the LSP notification change process, contained in Local Disconnect Report Methods and Procedures, dated July 29, 1996, or as otherwise agreed to by the parties. MCIm will pay to SWBT a cost-based transaction charge.</p>
507	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>Upon work completion, SWBT will provide MCIm with an 855 EDI, or current standard electronic transaction-based Order Completion containing the date in which that order was completed. SWBT will provide MCIm an 865 EDI, or current industry standard, electronic transaction based Order Completion.</p>
508	MCIm shall not include its proposed language.

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509	<p>MCIIm shall include the following language, which modifies MCIIm's proposed language to allow minimal service interruptions:</p> <p>3.2.15.3 When MCIIm orders Network Elements that are currently connected SWBT shall ensure such Network Elements remain connected and functional with only minimal service interruptions. This shall be known as Contiguous Network Connection of Network Elements. There shall be no charge for such connection.</p>
512	See Issue No. 42.
513	See Issue No. 42.
514	See Issue No. 42.
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524	See Issue No. 42.
525	See Issue No. 42.

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526	See Issue No. 42.
527	<p>MCIm shall include the following language that modifies SWBT's proposed language by adding the last sentence:</p> <p>SWBT will provide Connectivity Resale Bills for residence and business for each RAO up to the limits of the Connectivity Billing process. SWBT shall investigate its Connectivity Billing process to determine whether it can expand its billing limitations.</p>
528	<p>MCIm shall include the following language that modifies SWBT's proposed language by adding the last sentence:</p> <p>SWBT will provide Connectivity Resale Bills for residence and business for each RAO up to the limits of the Connectivity Billing process. SWBT shall investigate its Connectivity Billing process to determine whether it can expand its billing limitations.</p>
529	<p>MCIm shall include the following language:</p> <p>Billed amounts which are being investigated, queried, or for which claims have been filed shall be paid into an interest-bearing escrow account by the party being billed. All amounts, including interest, paid into the account shall be paid to the prevailing party on a proportionate basis.</p>
530	<p>MCIm shall include the following language:</p> <p>If payment is not received when due, SWBT may assess late payment charges. Amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (1) one percent interest per month or (2) the highest rate of interest that may be charged under applicable law. If MCIm disputes the bill, MCIm may pay the bill subject to a refund or withhold payment. If MCIm withholds payment, MCIm will be subject to late payment charges for all amounts found to have been correctly billed.</p>
531	MCIm shall include SWBT's proposed language as follows:

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	If the dispute is not resolved within one hundred and twenty (120) days of the Notice of Discrepancy, the dispute may be resolved pursuant to Section 23 (Dispute Resolution Procedures) of Part A of this Agreement.
532	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>4.1.19 The parties agree to record call information in accordance with this Subsection 4.1. For resale and UNE, SWBT agrees to provide the billable usage records for those services it bills on a usage sensitive basis. For facilities based providers, SWBT will provide call record detail in parity with other LECs. SWBT and MCIm agree that they shall retain, at each party's sole expense, copies of all EMR records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.</p>
533	MCIm shall not include its proposed language.
540	<p>MCIm shall include the language SWBT's proposed as follows:</p> <p>Section 4.2.1 SWBT shall provide MCIm a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to MCIm for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. SWBT shall issue one bill per month, on the first day of the month and the billing cycle shall be on a calendar basis. Each Connectivity Bill provided by SWBT to MCIm shall include:</p>
543	<p>MCIm shall include its proposed language as follows:</p> <p>4.2.3 The Bill date (defined as the date the bill was prepared) must be present on each bill transmitted by SWBT to MCIm, must be a valid calendar date, and not more than ninety (90) days old. Connectivity Bills shall not be rendered for any Connectivity Charges which are incurred under this Agreement on or before ninety (90) days preceding the Bill Date, except as otherwise permitted by law.</p>
544	<p>MCIm shall include the following language, which includes the proposed language of MCIm as modified by SWBT's language:</p> <p>4.2.4 On each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate,</p>

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	or intrastate intraLATA. SWBT shall provide from and through dates for charges rendered on all Connectivity Bills. For facility based providers, SWBT will provide jurisdiction separation in parity with what it offers other LECs.
545	<p>MCIm shall include the following language, as proposed by SWBT:</p> <p>SWBT shall separately identify business charges from residence charges, as appropriate.</p> <p>For facility based providers, SWBT does not separate business and residence customers of assign a specific adjustment or reference number to each adjustment or credit.</p>
546	MCIm shall not include SWBT's proposed language.
555	<p>MCIm shall include the following language, which modified MCIm's proposed language by adding two additional sentences to the end of the section and the deletion proposed by SWBT. The requirement that MCIm be required to pay for the development of SWBT's capability to provide a BOS format, in place of EDI 811, is based on the fact that other competing carriers, including AT&T and possibly others, have expended resources to convert SWBT's EDI 811 to a BOS format upon receipt of EDI 811-formatted information from SWBT. Therefore, nondiscriminatory treatment requires that MCIm, who is requesting a BOS format from SWBT and who has not incurred the costs that AT&T has incurred to convert the EDI 811 internally, should pay for such development on SWBT's side of the electronic interface. It should also be noted that the contract language ordered by the Arbitrators is not triggered unless there is a request from MCIm. If MCIm determines that it does not wish to bear the costs of such development, it can develop an internal method to convert SWBT's EDI 811, as AT&T has done. In this manner, the decision on this issue is just, reasonable, and nondiscriminatory.</p> <p>4.3.1 Within thirty (30) days of the Effective Date of this Agreement, SWBT shall send to MCIm connectivity bill data in the appropriate mechanized format for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data from SWBT MCIm will notify SWBT if the connectivity billing transmission meets MCIm's testing specifications. If the transmission fails to meet MCIm's testing specifications, SWBT shall make the necessary corrections to ensure that data is being sent in accordance with this Agreement. At least three (3) sets of testing data must meet MCIm's testing</p>

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	specifications prior to SWBT sending MCIm a mechanized production connectivity bill for the first time via electronic transmission or tape. Thereafter, SWBT may begin sending MCIm production connectivity bills via electronic transfer on the next Bill Date, or within ten (10) days, whichever is later. All costs reasonably incurred by SWBT to develop the capability to transmit in a BOS format, if requested by MCIm, shall be paid by MCIm. MCIm understands that other LSPs will have access to BOS-formatted billing data for their own information despite MCIm's obligation to pay for the development of such capability.
557	MCIm shall include the following language, which modifies MCIm's proposed language based on discussion during the arbitration hearing: 5.1.1.4.1 Call Attempts (which SWBT records for itself, if at all)
564	MCIm shall not include its proposed language for 5.1.1.4.8.
565	MCIm shall include SWBT's proposed language, thereby resolving issues 565-571: If MCIm Recorded Usage Data is determined to have been lost, damaged, or destroyed as a result of an error or omission by SWBT and the data cannot be recovered by SWBT, SWBT will not bill MCIm for such usage. 5.1.5.1 thru 5.1.5.7 Language should be deleted
566	MCIm shall not include its proposed language.
567	MCIm shall not include its proposed language. (sections 5.1.5.1-5.1.5.7)
568	MCIm shall not include its proposed language.
569	MCIm shall not include its proposed language.
570	MCIm shall not include its proposed language.
571	MCIm shall not include its proposed language.

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572	MCIIm shall not include its proposed language.
573	<p>MCIIm shall include SWBT's proposed language as follows:</p> <p>Operational Testing: The purpose of this test is to ensure that usage in consecutive sequence can be extracted, distributed, and processed by SWBT and MCIIm.</p>
578	<p>MCIIm shall incorporate the following language, which was proposed by SWBT:</p> <p>5.1.6.9.1 Changes will be introduced on a time-frame to meet the needs of the industry or a date otherwise agreed to by the Parties.</p>
579	<p>MCIIm shall incorporate the following language, which was proposed by SWBT:</p> <p>5.2.2.1. In the event usage transfer cannot be accommodated by Connect::Direct because of extended (one (1) business day or longer) facility outages, MCIIm shall contract for a courier service to transport the data via cartridge.</p>
580	See Issue No. 42.
581	See Issue No. 42.
582	See Issue No. 42.
583	<p>MCIIm shall include the following language, which incorporates SWBT's commitment:</p> <p>6.6.1.9 SWBT shall establish a single point (SPOC) responsible for initiating and coordinating the information relating to the status of maintenance/restoration efforts and electronic bonding (EB).</p>
584	<p>MCIIm shall include the following language, proposed by SWBT:</p> <p>6.6.1.10 The LSPC will be on line and operational twenty-four (24) hours per day, seven (7) days per week to process escalation of maintenance problems.</p>

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585	See Issue No. 42.
586	See Issue No. 42.
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600	See Issue No. 42.
601	See Issue No. 42.
602	MCI shall include the following language, which modifies its proposed language for 7.4A and 7.4A1 by deleting the words “for Facilities Based Unbundled Network Elements” in 7.4A and removing specific references to prices to be developed in the

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	<p>costing and pricing phase of the arbitration:</p> <p>7.4A Directory Assistance and Listings Service Requirements</p> <p>7.4A.1 These requirements pertain to SWBT's DA and Listings Service Request process that enables MCIIm to (a) submit MCIIm subscriber information for inclusion in SWBT Directory Assistance and Directory Listings databases; (b) submit MCIIm subscriber information for inclusion in published directories; and (c) provide MCIIm subscriber delivery address information to enable SWBT to fulfill directory distribution obligations.</p>
603	<p>MCIIm shall include its proposed language as follows:</p> <p>7.4A.1.1 SWBT shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request guidelines when technically feasible, but not to exceed twelve (12) months from final standard adoption. In the interim, SWBT shall create a standard format and order process by which MCIIm can place an order via electronic exchange.</p>
604	<p>MCIIm shall include the following language, which modifies its proposed language by deleting the word "resale":</p> <p>7.4A.1.2.1 Establishing New Services Listing: In a service order establishing new service, MCIIm will submit to SWBT all subscriber listing information for inclusion in SWBT's White Pages Directory, Directory Assistance Database, and for migration of such listing information to SWBT Yellow Pages. This order will also include directory delivery information as appropriate.</p>
605	<p>MCIIm shall include its proposed language as follows:</p> <p>7.4A.1.2.2 Migrate with No Changes: Retain all white page listings for the subscriber in both Directory Assistance Database and White Page Directory Listings.</p>
606	<p>MCIIm shall include its proposed language as follows:</p> <p>7.4A.1.2.3 Migrate with Additions: Retain all white page listings for the subscriber in both Directory Assistance Database and White Page Directory Listings. Incorporate the specified additional listings order.</p>

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607	<p>MCIm shall include its proposed language as follows:</p> <p>7.4A.1.2.4 Migrate with Deletions: Retain all white page listings for the subscriber in both Directory Assistance Database and White Page Directory Listings. Delete the specified listings from the listing order.</p>
608	<p>MCIm shall include its proposed language as follows:</p> <p>7.4A.1.2.5 SWBT shall enable MCIm to electronically transmit any listing type available to SWBT customers including but not limited to straight line, straight line with indent, multi-line, and caption arrangement.</p>
609	<p>MCIm shall include its proposed language as follows:</p> <p>7.4A1.2.5.1 MCIm may purchase Enhanced White Pages listings for residential customers on a per listing basis and will pay SWBT amounts attributable to such Enhanced Listings used by its customers at rates to be negotiated in good faith between the Parties.</p>
610	<p>MCIm shall include the following language, which modifies the first sentence of its proposed language and deletes the second:</p> <p>To the extent that SWBT prepares a summary of completed Directory Service Requests for its own internal use, SWBT will provide MCIm with a summary of completed Directory Service Requests.</p>
611	MCIm shall not include its proposed language.
612	MCIm shall not include its proposed language.
613	MCIm shall not include its proposed language.
614	<p>MCIm shall include the following language, which modifies MCIm's proposed language:</p> <p>To the extent SWBT institutes an internal method for ensuring the accuracy of SWBT orders, SWBT shall provide MCIm an opportunity for ensuring that MCIm orders are processed accurately.</p> <p>Prices shall be developed in the pricing phase of the arbitration.</p>

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615	MCI shall not include its proposed language.
616	MCI shall not include its proposed language.
617	MCI shall not include its proposed language.
618	<p>MCI shall include SWBT's proposed language as follows:</p> <p>Sixty (60) days prior to the directory close, MCI shall provide to SWBT written specification of the total number of directories that it will require, along with the number of director(ies) that MCI end user will require. SWBT will provide one (1) copy of the directory to MCI end users, unless otherwise instructed by MCI. If MCI provides its subscriber listing information to SWBT via a mechanical or manual feed of the listings to SWBT's listings database, SWBT will assess per book copy, per subscriber line, charge when directories are delivered to MCI end user premises, or an annual, per book copy charge when delivered in bulk to MCI. Included in this rate, MCI will receive for its end user, one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the MCI location.</p> <p>7.1.2.1.2.8.7 - 7.1.2.1.2.8.11 Language should be deleted as previously ordered by the Commission.</p>
619	<p>MCI shall include its proposed language as follows:</p> <p>7.4A.1.2.9 Each MCI end user customer will receive a copy of Southwestern Bell's White Page Directory, as well as a Southwestern Bell Yellow Pages directory when co-bound with the White Pages, in the same manner and at the same time that they are also provided to SWBT's end user customers. It is the Parties expectation that separately bound Southwestern Bell Yellow Page directories will be delivered in the same manner to MCI end user customers as to SWBT's end user customers.</p> <p>7.4A.1.2.9.1 If an MCI end user already has a current SWBT directory, SWBT shall not be required to deliver a directory to that end user until new directories are published for that end user's location and the next scheduled SWBT delivery date.</p>
635	MCI shall incorporate the following language, which modifies MCI's proposed

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	<p>language to limit the applicability of the section to those circumstances that SWBT provides this functionality to itself:</p> <p>3.1 SWBT will make available to MCIIm to the extent that SWBT provides to any LSP or itself all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of international, toll free (e.g., 800, 888), 900, NPA 976, 700, 500 and specific line numbers and the capability to require end users entry of an authorized code for dial tone. To the extent provided to other LSPs, SWBT shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems ("OSS") which include but are not limited to Line Information Data Base Fraud monitoring systems, High Toll Notifiers, SS7 suspect tariff alerts, AMA suspect traffic alerts, etc.</p>
636	<p>MCIIm shall include the following language which modifies MCIIm proposed language so that liability is premised upon a showing of gross negligence or intentional misconduct:</p> <p>3.2 Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the party causing such error, if such uncollectible or unbillable revenues were the result of gross negligence or intentional misconduct.</p>
637	<p>MCIIm shall include the following language which includes SWBT's proposed language and modifies MCIIm proposed language so that liability is premised upon a showing of gross negligence or intentional misconduct:</p> <p>3.3 SWBT will make a reasonable effort to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself. Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the party having administrative control of access to said Network Elements or operational support system software, if such uncollectible or unbillable revenues</p>

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	were the result of gross negligence or intentional misconduct on the part of the party sought to be liable.
638	<p>MCIm shall include the following language which includes SWBT's proposed language and modifies MCIm proposed language so that liability is premised upon a showing of gross negligence or intentional misconduct on the part of the party sought to be liable.</p> <p>3.4 SWBT will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud. SWBT shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized use of the service provider network whether that compromise is initiated by software or physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if such uncollectible or unbillable revenues were the result of gross negligence or intentional misconduct on the part of SWBT.</p>
639	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>SWBT, under the direction of Law Enforcement, will configure soft dial tone or other arrangements to allow the completion of calls to a specified final termination point.</p>
640	No issue
641	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
642	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
643	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
644	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
645	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
646	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
647	This item was removed from the matrix pursuant to SWBT's Motion to Strike.

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648	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
649	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
650	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
651	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
652	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
653	This item was removed from the matrix pursuant to SWBT's Motion to Strike.
654	<p>MCIm shall include the following language which modifies SWBT's proposed language:</p> <p>Within five (5) business days of this receipt, SWBT shall acknowledge receipt of the BFR.</p>
655	MCIm and SWBT reached agreement on this issue.
656	<p>MCIm shall not include the following language, which was proposed by MCIm:</p> <p>Section 9. The costs of developing the Network Element shall be recovered proportionally from any entity which utilizes the Network Element so identified, including MCIm and SWBT and its affiliates. MCIm and SWBT shall meet and confer on the amount of such costs, each Party's respective share of such costs, and the method of recovery. Development costs are those one-time costs incurred to design, create and test new unbundled Network Element or new unbundled Network Element combinations.</p>
657	<p>MCIm's shall include the following language, which modifies MCIm's proposed language:</p> <p>Section 11. In the event of a dispute under this Attachment XI, the parties agree to seek Commission resolution of the dispute pursuant to the Commission's practices and regulations.</p>

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701	SWBT's proposed language shall not be included.
702	SWBT's proposed language shall not be included.
703	SWBT's proposed language shall not be included.
704	SWBT's proposed language shall not be included.
705	SWBT's proposed language shall not be included.
706	SWBT's proposed language shall not be included.
707	SWBT's proposed language shall not be included.
708	<p>SWBT's proposed language shall be included as follows:</p> <p>Part A Section 20.2.1 Upon termination or expiration of this Agreement: each Party shall: (1) continue to comply with their obligations to maintain confidentiality pursuant to the terms of this Agreement; and, (2) each Party shall promptly pay all amounts due for services provided up to the date of termination; and, (3) each Party's indemnification obligations arising out of this Agreement shall survive.</p>
711	<p>SWBT's proposed language shall be included as follows:</p> <p>Part A Section 26.6 Each Party agrees to indemnify, defend, and hold the other Party and their respective officers, directors, employees and agents from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including attorney fees and costs) that arise from the introduction, placement, or release of any environmental hazard or alleged or actual violation of applicable law by the Indemnifying Party. These indemnity obligations shall survive termination of this Agreement whether such termination results from expiration of the lease term, default, or otherwise.</p>

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712	<p>SWBT's proposed list of unbundled rate elements should be included in the signed Agreement as follows:</p> <p>SWBT Attachment I Add the following Unbundled Network Element rate elements to Table 1-Pricing Schedule:</p> <p>Network Interface Device (NID) Disconnect Loop from Inside Wiring, per NID Nonrecurring</p> <p>Loop Cross Connects Analog Loop to DCS / Switch Port 2-wire cross connect Recurring Nonrecurring 4-wire cross connect Recurring Nonrecurring Digital Loop to DCS / Switch Port 2-wire cross connect Recurring Nonrecurring 4-wire cross connect Recurring Nonrecurring</p> <p>Loop Concentrator / Multiplexer Recurring Nonrecurring</p> <p>Local Switching – Temporary Structure Within the Same CO per originating MOU Recurring Between Different Cost per originating MOU</p>

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	Recurring Customized Routing Recurring Nonrecurring Call Blocking/Screening Recurring Nonrecurring Port Charges DS1 Trunk Recurring Nonrecurring EAS Port Additive Feature Activation per Port Type Nonrecurring Centrex-like System Charges Nonrecurring Dedicated Transport Entrance Facilities DS1 – Recurring DS1 – Nonrecurring DS3 – Recurring DS3 – Nonrecurring OC3 – Recurring OC3 – Nonrecurring OC12 – Recurring OC12 – Nonrecurring Interoffice Transport Voice Grade – NRC DS1 – Nonrecurring DS3 – Nonrecurring OC3 – Recurring OC3 – Nonrecurring OC12 – Recurring OC12 – Nonrecurring OC48 – Recurring OC48 – Nonrecurring Dedicated Transport Cross Connects Voice Grade 2-wire

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	Recurring Nonrecurring Voice Grade 4-wire Recurring Nonrecurring DS0 to DCS Recurring Nonrecurring DS1 Recurring Nonrecurring DS3 Recurring Nonrecurring OC3 Recurring Nonrecurring OC12 Recurring Nonrecurring OC48 Recurring Nonrecurring Digital Cross Connect System DCS Port Charge DS0 – Recurring DS0 – Nonrecurring DS1 – Recurring DS1 – Nonrecurring DS3 – Recurring DS3 – Nonrecurring DCS Establishment Charge – Nonrecurring Database Modification Charge – NRC Reconfiguration – NRC Multiplexing Voice Grade to DS1 Recurring Nonrecurring

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	<p> DS1 to DS3 Recurring Nonrecurring Dark Fiber Dark Fiber to Cage Cross Connect Recurring Nonrecurring Unbundled Signaling STP Access Connection 1.544 Mbps STP Access Link - 56 kbps SS7 Signaling Global Title Translation Addition Line Information Database – Validation Query Transport Service Order Charge Directory Assistance DACC Non-Published Emergency Message Service Access to DA Database Call Branding Rate/Reference Information Service Order Charges – Unbundled Elements Maintenance of Service Charges Time and Material Charges. </p>
713	<p> MCI shall include SWBT's proposed language as follows: Attachment II Section 2.11 Except where otherwise required by law, MCI shall not, without SWBT's written authorization, offer the services covered by this Agreement using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates. Nor shall MCI state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications services to MCI's own end users. MCI may brand services included in this Agreement with its own brand name, but SWBT shall not be responsible for providing such branding. </p>

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714	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>Attachment II Section 3.7 An MCIm end user's activation of Call Trace for a line purchased under this Agreement, shall be handled by the SWBT Call Trace Center (CTC). SWBT shall notify MCIm of requests by MCIm's end users for call backs. Subsequent communication and resolution of the case with MCIm's end user (whether that end user is the victim or the suspect) shall be the responsibility of MCIm.</p> <p>MCIm understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) SWBT shall only provide billing number and address information. MCIm shall provide additional information necessary for any police investigation.</p>
715	See Issue No. 20.
716	See Issue No. 21.
717	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>Attachment II Section 4.2.2 When SWBT receives an order from another local service provider for services under this Agreement and SWBT is currently providing the same services to MCIm for the same end user, SWBT shall notify MCIm, as the customer of record, of such order coincident with processing the order should MCIm subscribe to the Local Disconnect Report (LDR) as outlined below. It shall then be the responsibility of MCIm and the other Local Service Provider to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple LSPs or from SWBT.</p>
718	<p>MCIm shall include the following language:</p> <p>On no less than sixty (60) days notice, MCIm may request the Local Disconnect Report. SWBT agrees to furnish to MCIm the Billing Telephone Number (BTN), Working Telephone Number (WTN), and terminal number of all end users who</p>

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	have disconnected MCIIm's service.
719	SWBT's proposed language shall not be included.
720	<p>MCIIm shall include SWBT's proposed language as follows:</p> <p>Attachment II Section 6.5 Pursuant to § 226 (b) of The Telecommunications Act of 1996, each provider of Operator Services is required to:</p> <p>a) provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and</p> <p>b) disclose immediately to the consumer, upon request a quote of its rates or charges for the call.</p> <p>c) Where SWBT provides MCIIm OS and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Since SWBT's DA and OS utilize the same trunk group, MCIIm will receive the same brand for both DA/OS. Such branding will be provided pursuant 6.6 below.</p>
721	<p>MCIIm shall include the following language, which deletes references to specific charges:</p> <p>Attachment II Section 6.6 In compliance with 6.5 above, SWBT will brand DA/OS in MCIIm's name based upon the criteria outlined below:</p> <p>a) MCIIm will provide SWBT with written specification of its company name to be used in creating MCIIm specific branding messages for its DA/OS calls.</p> <p>b) Charges shall cost-based as determined in the costing and pricing arbitration.</p>
722	MCIIm shall include the following language, which includes SWBT's proposed language except for one change in Section 7.4:

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	<p>SWBT Attachment II Section 7.1 If MCIIm fails to pay when due (within 30 days of the bill date), any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges), and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, SWBT shall notify MCIIm in writing that in order to avoid having service disconnected, MCIIm must remit all Unpaid Charges to SWBT within fourteen (14) business days.</p> <p>Attachment II Section 7.2 If MCIIm disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform SWBT in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to SWBT all undisputed charges; and pay all disputed charges into an interest bearing escrow account.</p> <p>Attachment II Section 7.3 Disputes hereunder shall be resolved in accordance with the procedures identified in Article XVIII (Dispute Resolution). Failure of MCIIm to pay charges deemed owed to SWBT after conclusion of the Arbitration shall be grounds for termination under this Article.</p> <p>Attachment II Section 7.4 If any MCIIm charges remain unpaid and undisputed twenty-nine (29) days past the due date, SWBT shall notify MCIIm, the Commission and the end user's IXC(s) of Record in writing, that unless all charges are paid within sixteen (16) days, MCIIm's service shall be disconnected and its end users shall be switched to SWBT local service. SWBT will also suspend order acceptance at this time.</p> <p>Attachment II Section 7.5 If any MCIIm charges remain unpaid or undisputed forty (40) days past the due date, MCIIm shall, at its sole expense, notify its end users, the Commission and the end</p>

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	<p>user's of Record that their service may be disconnected for MCI's failure to pay Unpaid Charges, and that its end users must select a new local service provider within five (5) days. The notice shall also advise the end user that SWBT will assume the end user's account at the end of the five (5) day period should the end user fail to select a new local service provider.</p> <p>Attachment II Section 7.6 If any MCI charges remain unpaid or undisputed forty-five (45) days past the due date, SWBT shall disconnect MCI and transfer all MCI's end users who have not selected another local service provider directly to SWBT's service. These end users shall receive the same services provided through MCI at the time of transfer. SWBT shall inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from MCI to SWBT shall be assessed to MCI.</p> <p>Attachment II Section 7.7 Within five (5) days of the transfer (50 days past MCI's due date), SWBT shall notify all affected end users that because of MCI's failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a local service provider, after which time should the end user not select a local service provider, the end user's service shall be terminated.</p> <p>Attachment II Section 7.8 SWBT may discontinue service to MCI upon failure to pay undisputed charges as provided in this section, and shall have no liability to MCI or MCI end users in the event of such disconnection.</p> <p>Attachment II Section 7.9 If any end user fails to select a local service provider within thirty (30) days of the change of providers (80 days past MCI's due date), SWBT shall terminate the end user's service. SWBT shall notify the Commission and the end user's IXC of Record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection</p>

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	<p>period.</p> <p>Attachment II Section 7.10 Nothing herein shall be interpreted to obligate SWBT to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT may have with regard to such end users.</p> <p>Attachment II Section 7.11 After disconnect procedures have begun, SWBT shall not accept service orders from MCI until all unpaid charges are paid. SWBT shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to MCI after disconnect for nonpayment.</p>
723	SWBT's proposed language shall not be incorporated.
724	<p>MCI shall include SWBT's proposed language as follows:</p> <p>Attachment III Section 2.3.4.1 SWBT will not be responsible for providing such branding except as otherwise agreed to in this Agreement.</p>
725	<p>MCI shall include SWBT's proposed language as follows:</p> <p>Attachment III Section 2.6.2.1 Upon such violation, SWBT may remove any such interference to the same extent it would remove its own services causing such interference.</p>
726	This issue is deferred to the costing and pricing proceeding.
727	<p>MCI shall include the following modified language:</p> <p>"Certain administrative changes will also be billed on a nonrecurring basis. These</p>

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	administrative nonrecurring charges shall be based on SWBT's cost, if any, to perform the function. These administrative changes may include but are not limited to the following:"
728	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>Attachment III Section 2.10.3.2.1 a) [NEW] Change of MCIm name, (i.e., customer of record does not change but rather MCIm changes its name.</p>
729	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 2.10.3.2.1 b) [NEW] Change of end user or end user premises address when the change of address does not involve a physical relocation of the service.</p>
730	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 2.10.3.2.1 c) [NEW] Change of LSP to MCIm or MCIm's end user contact name or contact telephone number.</p>
731	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 2.10.3.3 [NEW] MCIm shall receive the benefit associated with ordering multiple unbundled elements on a single order, if the following criteria are met:</p>
732	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 2.10.3.3.1 [NEW] MCIm uses the same service order to order the unbundled elements.</p>
733	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 2.10.3.3.2 [NEW] MCIm requests the same application for service date for all the unbundled elements.</p>

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734	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 2.10.3.3.3 [NEW] MCIIm requests the same due date for all the unbundled elements.</p>
735	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 2.10.3.3.4 [NEW] All unbundled elements are of the same type and configuration.</p>
736	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment II Section 2.10.3.3.5 [NEW] MCIIm uses the same billing account number (BAN) for all the unbundled elements.</p>
737	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 2.10.3.3.6 [NEW] MCIIm designates the same originating and terminating premises for all unbundled loops.</p>
738	See Issue No. 42.
739	<p>MCIIm shall include the following language in the Agreement:</p> <p>5.1.1 The local switching element also includes access to all call origination and completion capabilities (including intraLATA and interLATA calls), and MCIIm is entitled to all revenues associated with its use of those capabilities, including access and toll revenues. Where technically feasible, SWBT will provide MCIIm with recordings which will permit it to collect all revenues associated with the use of the local switching element. Where such capability is not available(e.g., originating 800 and terminating access calls), SWBT will continue to seeks cost effective solutions and in the meantime will ensure that MCIIm, as the local service provider, incurs no charges for the provision of such dialing capabilities to their customers.</p> <p>5.2.4.4 SWBT will make available to MCIIm the ability to route all <i>local</i> Directory Assistance and Operator Services calls, e.g., 1+411, 0-, and 0+ <i>seven or ten digit</i> local, 1+HNPA+555-1212) dialed by MCIIm Customers to the MCIIm Directory</p>

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	<p>Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter or intraLATA PIC process directed by the FCC. To the extent that intraLATA calls are routed to MCI_m OS and DA platforms, MCI_m may complete such calls and receive the associated revenue.</p> <p>5.2.2.2.1.1 Until the implementation of intraLATA Dialing Parity, MCI_m will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching charges for all intraLATA toll calls initiated by an MCI_m ULS Port.</p>
740	SWBT's proposed language shall not be included.
741	SWBT's proposed language shall not be included.
742	SWBT's proposed language shall not be included.
743	SWBT's proposed language shall not be included.
744	<p>SWBT's proposed language shall be included as follows:</p> <p>Section 10.7.3.3 [New]Cross Connects are required to connect UDT elements to other unbundled network components, including UDT elements, with equal bandwidth</p>
745	If any of the SONET based bandwidth is listed as unbundled rate element, the rates shall be based on TELRIC.
746	If any of the SONET based bandwidth is listed as unbundled rate element, the rates shall be based on TELRIC
747	If any of the SONET based bandwidth is listed as unbundled rate element, the rates shall be based on TELRIC
748	SWBT's proposed language shall not be included.
749	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 10.9.3.1.2</p>

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	[NEW]A DS1 channel is a channel for the transmission of 1.544 Mbps. SWBT shall provide DS1 channels between MCI's premises and the SWBT serving wire center of that premises or between SWBT wire centers.
750	SWBT's proposed language shall be included as follows: Attachment III Section 10.10.2.2 [NEW]Cross Connects 1. MCI shall pay a rate per month for cross connect used. MCI shall pay the cross connect nonrecurring charges on a first and additional basis.
751	SWBT's proposed language shall be included as follows: Attachment III Section 10.10.3.3 [NEW] MCI shall pay a nonrecurring charge per multiplexing type installed.
752	SWBT's proposed language shall be included as follows: Attachment III Section 11.2.1.5.3.1 [NEW]When SS7 messages route thru multiple SWBT STP pairs on behalf of MCI, SS7 Transport will route the messages to each additional pair of SWBT STPs depending upon the technical feasibility and in accordance with the SWBT signaling network and capability. If a route does not exist, SWBT will establish a route subject to technical feasibility, the SWBT signaling network and protocol capability.
753	SWBT's proposed language shall be included as follows: Attachment III Section 11.2.7.1.2 [NEW]Use of the STP associated with the Local Switching Unbundled Element: MCI shall pay the Use of the STP per Call rate element for the use of the STP for each call originated by MCI subscribers who use the SWBT Local Switching Unbundled Network Element. The rate is based on an assumed use of 200 octets for each call generated by MCI.
754	SWBT's proposed language shall be included as follows: Attachment III

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	<p>Section 11.2.7.2.5 SS7 Link Cross Connect: MCIIm shall pay the DS-0 or DS-1 rate for each SS7 Link Cross Connect at the STP location. Rate is per cross connect between a SWBT STP Port Termination and the facility termination designated by MCIIm at the STP building location.</p>
755	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 13.4.4 [NEW]Application of Rates: MCIIm shall pay SWBT for LIDB validation and storage at rates shown in Attachment I.</p>
756	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 13.5.3 [NEW] Application of Rates: MCIIm shall pay SWBT for access to the Toll Free Number Database at rates shown in Attachment I.</p>
757	<p>MCIIm shall include the following language, which modifies SWBT's proposed language to delete the reference to specific charges so that the charges may be addressed in the costing and pricing proceeding:</p> <p>Attachment III Section 17.4.1 [[[MCIIm shall pay a cost-based rates as determined in the costing and pricing proceeding for the establishment of Call Branding, as well as charges for subsequent load to change the brand. This charge could be in the form of nonrecurring charges, recurring charges or both. MCIIm will provide voice recorded announcements to SWBT which shall be compatible with SWBT DA systems. Prices for call branding are as outlined in Attachment I.]]]</p>
758	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 17.4.2 [NEW]In addition to call branding, SWBT agrees to provide MCIIm rate and reference information. MCIIm agrees to furnish SWBT its DA rates and reference information in a mutually agreed to format or media thirty days in advance of the</p>

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	date when the DA services are to be undertaken.
759	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 17.4.3 [NEW]MCIIm will inform SWBT, in writing, of any changes to be made to such Rate and Reference information ten working days prior to the effective rate change date. MCIIm acknowledges that it is responsible to provide SWBT updated Rate and Reference information in advance of when such rates or reference information are to become effective.</p>
760	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 17.4.4 [NEW]In all cases when a SWBT DA operator receives a rate request from an MCIIm end user, SWBT will quote the applicable DA rates as provided by MCIIm.</p>
761	<p>MCIIm shall include the following language, which modifies SWBT's proposed language to delete the reference to specific charges so that the charges may be addressed in the costing and pricing proceeding:</p> <p>Attachment III Section 17.4.5 Cost-based charges will apply , as determined in the costing and pricing proceeding, for loading MCIIm's DA services Rate information . This charge could be in the form of nonrecurring charges, recurring charges or both.</p>
762	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 17.5.1.1 MCIIm acknowledges that SWBT will be the sole provider of DA services for MCIIm's local serving area(s) listed in the "Directory Assistance Services Exchange List" below.</p>
763	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment III Section 17.10 [NEW]TERM. (A) Unless sooner terminated, this Appendix will continue in force for a period of one year from the effective date of this agreement and thereafter until</p>

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	terminated by one hundred-twenty days notice in writing from either Party to the other. (B) If MCI terminates this agreement prior to the agreed-upon term MCI shall pay SWBT, within thirty days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this DA Services Agreement, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to the DA Services Agreement prior to its termination. C) The rates applicable for determining the amount(s) under the terms outlined in this section are those specified in Attachment I (SWBT rates need to be placed in Attachment I).
764	See Issue No. 148.
765	SWBT's proposed language shall be included as follows: Section 2.2.2 [NEW]Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
766	SWBT's proposed language shall be included as follows: Section 2.2.3 [NEW]Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where available), the originating Calling Party Number (CPN).
767	See Issue No. 42.
768	SWBT's proposed language shall be included as follows: Section 2.2.5 [NEW]The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-Frequency (MF) signaling, and ANI will be sent from the originating Party's end office switch to the terminating Party's tandem or end office switch.
769	See Issue No. 148.

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770	SWBT's proposed language shall be included as follows: Attachment IV Section 2.3.4.1 [NEW]A Tandem Served rate is applicable to Tandem Routed Local Traffic on a terminating local MOU basis and includes compensation for the following sub-elements:
771	SWBT's proposed language, except the last sentence, shall be included as follows: Attachment IV Section 2.3.4.1.1 [NEW]Tandem Switching – compensation for the use of tandem switching functions.
772	SWBT's proposed language, except the last sentence, shall be included as follows: Attachment IV Section 2.3.4.1.2 [NEW]Tandem Transport – compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
773	SWBT's proposed language, except the last sentence, shall be included as follows: Attachment IV Section 2.3.4.1.3 [NEW] End Office Switching – compensation for the local end office switching and line termination functions necessary to complete the transmission.
774	The following language, which modifies SWBT's proposed language, shall be included as follows: An End Office Served rate element applies to direct-routed Local Traffic on a terminating local MOU basis and includes compensation for End Office Switching. This includes direct-routed Local Traffic that terminates to offices that have combined tandem and end office functions.
775	The following language, which modifies SWBT's proposed language, shall be included as follows: Attachment IV

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	<p>Section 2.3.5 Insert "i.e. \$.0183/MOU" after the sentence "Until cost-based interconnection rates are established for EAS traffic, the interconnection rates in effect between SWBT and other incumbent LECs for such traffic shall apply."</p> <p>Attachment IV Section 2.3.5.1 "A list of SWBT exchanges with existing Optional EAS service will be provided by SWBT to MCIIm upon request."</p>
776	SWBT's proposed language shall not be included.
777	<p>Award at ¶60 ordered the Optional EAS/EMS additive of \$6.25 to be paid to SWBT for numbers ported using INP.</p> <p>The modified language shall be included as follows:</p> <p>In those instances where an Optional Calling Area telephone number is ported using INP, MCIIm will compensate SWBT \$6.25 monthly per ported number.</p>
778	See Issue 151.
779	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment IV Section 6.1.1 [ADD TO END OF AGREED TO SECTION] unless requested to do so by the end user.</p>
780	<p>SWBT's proposed language shall be included as follows:</p> <p>Section 6.1.2 [ADD TO END OF AGREED TO SECTION] unless requested to do so by the end user.</p>
781	SWBT's proposed language shall not be included.
782	SWBT's proposed language shall not be included.
783	MCIIm shall include the following language which modifies SWBT's proposed

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	<p>language:</p> <p>Attachment IV Section 6.2.2.1.3 The Parties acknowledge that traffic originated in third party incumbent LEC mandatory exchange areas may traverse the SWBT tandem and terminate in other third party LEC exchange areas. Although direct connections could be used for this traffic, SWBT agrees to transit this traffic at the transit rate.</p>
784	<p>MCIm shall include the following language:</p> <p>Attachment IV Section 6.2.5 MCIm may send Local Traffic to SWBT that is destined for the network of a third party even if such Party has not entered into an agreement with that third party to exchange traffic. If there is a compensation imbalance that causes SWBT to face potential liability for compensation charges that are the responsibility of MCIm, MCIm will post a bond payable to SWBT no less than the average compensation imbalance for the prior three months.</p>
785	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment IV Section 6.2.6 All other traffic, not specifically addressed in this Section 6.2, which transits a tandem shall be treated as Meet-Point Billed traffic as described in Attachment VIII, unless otherwise agreed.</p>
786	<p>SWBT's proposed language shall not be included.</p>
787	<p>SWBT's proposed language shall be included as follows:</p> <p>Attachment IV Section 6.3.10 MCIm shall pay the Local Transit Traffic rate to SWBT for calls that originate on MCIm's network and are sent to SWBT for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. SWBT shall pay the Local Transit Traffic rate to MCIm for such calls that originate on SWBT's network and are sent through MCIm for termination on a CMRS provider's network. Each Party shall be responsible for interconnection agreements with CMRS providers for</p>

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	terminating compensation regarding traffic originating on the Party's network and terminating on the CMRS provider's network, the originating Party agrees to indemnify the transiting Party for any claims of compensation that may be made by the CMRS provider against the transiting Party regarding compensation for such traffic.
790	SWBT's proposed language shall not be included.
791	<p>MCIIm shall include the following language which modifies SWBT's proposed language by replacing the word "may" with the word "may upon agreement" in the last sentence of Section 4.1.3.1. And, the word "can" shall be replaced with the word "may" in the second sentence of Section 4.1.3.2.</p> <p>Attachment VIII Section 4.1.3.1 [[[SWBT shall format each bill for Connectivity Charges (hereinafter "Connectivity Bill") in accordance with the OBF "CABS-Billing Output Specifications ("BOS") standard.]]]</p> <p>(UNE)- SWBT shall generally format each Unbundled Network Element (UNE) bill for Connectivity Charges (hereinafter "Connectivity Bill" in accordance with the "CABS-Billing Output Specifications ("BOS")" standard. Certain services may upon agreement be billed and formatted in accordance with EDI standards (e.g. AIN services).</p> <p>Attachment VIII Section 4.1.3.2 (Resale) - In accordance with their Agreement, SWBT will bill those charges MCIIm incurs as a result of MCIIm purchasing Resale services from SWBT (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") will be formatted in accordance with EDI for Resale services. MCIIm may translate the EDI formatted bills to meet CABS/BOS specifications. SWBT will assist MCIIm with EDI mapping. Each Billing Account Number (BAN) will be sufficient to enable MCIIm to identify the Resale services ordered by MCIIm to which Connectivity Charges apply. Each Connectivity Bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to MCIIm.</p>

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792	SWBT's proposed language shall not be included.